

City of Hartford

Department of Finance
Purchasing Division
550 Main Street
Hartford, Connecticut 06103
860-543-8555

INVITATION TO BID

BID TITLE AND NUMBER: **TERM CONTRACT: HOISTS, REPAIR OF; #2690**

Sealed bids for the above will be received at the Office of the City Purchasing Agent, Municipal Building, 550 Main Street, Room 100, Hartford, Connecticut until, **BUT NOT LATER THAN 10:00 A.M., E.S.T., WEDNESDAY, FEBRUARY 19, 2003** at which time and place they will be publicly opened, read, and recorded.

BID SURETY AND PERFORMANCE BOND SHALL NOT BE REQUIRED FROM BIDDERS. INSURANCE SHALL BE REQUIRED FROM THE SUCCESSFUL BIDDER.

Bid must be time stamped by Purchasing Receptionist **OR** a member of the Purchasing Staff **BEFORE** the deadline. The wall clocks are not used for this purpose. Be sure that the bid number, deadline date and the name and address of your firm is shown clearly on the bid envelopes. All envelopes must be sealed prior to submission.

If the bid is mailed, please mail bid **SEVERAL DAYS** prior to bid deadline to assure timely delivery. A bid is not considered received until it is in the office of the Purchasing Agent.

The City reserves the right to reject any or all, or any part of any or all bids, if such action is deemed to be in the best interest of the City.

The omission of any of attached papers from bid submitted is not available as defense by bidder in case of his failure to perform his contract in the manner described.

City of Hartford, Connecticut

BY: Stanley Staron
Acting Purchasing Agent

BID PREPARED BY: Judith A. Reynolds, Principal Analyst
Telephone: (860) 543-8555

LEGAL NAME OF BIDDER _____

(Please insert your firm name on this line)

ADVERTISED BID NUMBER: **#2690**
TITLE: **Term Contract: Hoists, Repair Of**

TABLE OF CONTENTS

THIS BID DOCUMENT CONTAINS THE ITEMS MARKED WITH AN X:

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- (X) BID SCHEDULE: 1 PAGE(S)
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- (X) SPECIFICATIONS: 1 PAGE(S)
- (X) STANDARD FORM OF CONTRACT PROPOSAL
(FORM 126/127)
- () WAGE SCALE: PAGE(S)
- () DRAWINGS: NO. _____ DATED _____
SHEETS _____
- () SAMPLES:
- (X) BIDDER'S EEO REPORT
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ATTACHMENTS FOR INFORMATIONAL PURPOSES

- (X) ***SECTION 2-545*** OF THE MUNICIPAL CODE: NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.
- (X) ***SECTION 2-548*** OF THE MUNICIPAL CODE: DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT; CONTRACT; CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE BIDDER.
- () ***SECTION 2-559*** OF THE MUNICIPAL CODE: SET-ASIDE PROGRAM FOR SMALL CONTRACTORS AND MINORITY BUSINESS ENTERPRISES.
- (X) ***SECTION 2-560*** OF THE MUNICIPAL CODE: BID PREFERENCE FOR CITY- BASED BUSINESSES.

SPECIAL INSTRUCTIONS TO BIDDERS
TERM CONTRACT: HOISTS, REPAIR OF; #2690

1. **Bid Prices:** Prospective Bidders shall submit a fixed hourly labor rate with a fixed percentage off manufacturer's list price for all parts required. Hourly rates must include all labor, supervision and equipment necessary to perform work under this contract.
2. **Basis of Award:** Paragraph 15 of the Standard Form of Contract Proposal, Form 127, (Standard Instructions to Bidders) is amended to include the following:

For the purpose of evaluating bids to determine the lowest responsible bidder, 15% local preference will be applied in accordance with Section 2-560 of the Municipal Code as amended, a copy of which is attached hereto for your information.

This bid shall be awarded to the lowest responsible bidder(s) by total low bid. Therefore, bidders must bid on every item in order to be considered for award.
3. **Variable Quantities:** The quantities and delivery points set forth in this bid shall be subject to the variation stipulated in Paragraph 10(c) of the "Standard Instructions to Bidders" (Form 127).
4. **Term of Contract:** The term of this contract shall be for a twenty-four (24) month period commencing on **April 1, 2003** and ending on **December 31, 2004**.
5. **Contract Termination:** The City of Hartford reserves the right to cancel this contract, at any time, with thirty (30) days prior written notice to contractor, should any of the following conditions exist:
 - A. Funds are not appropriated by the Court of Common Council to allow continuance of this contract.
 - B. The City of Hartford, through changes in its requirements or method of operation, no longer has a need for the commodity or service.
6. **Contractor Performance:** If, during the term of this Contract, the Contractor; A) repeatedly fails to provide the level of services required under this Contract; B) fails to fulfill services required in accordance with agreed schedule or C) fails to comply with any other terms and conditions outlined in the Contract, the City shall have the right to terminate this Contract. Prior to termination, the City shall:
 - A. Meet with Contractor to give him/her an opportunity to respond to complaints;
 - B. Establish a remedial period for the Contractor to correct service deficiencies and/or defaults to the satisfaction of the City;
 - C. If Contractor fails to correct said deficiencies and/or defaults within the remedial period, the City shall terminate contract.
7. **Estimated Requirements:** The volume of commodities or amount of service listed on the bid schedule is estimated only. The City will pay for only those commodities or services actually received during the term of the contract.
8. **Parts Inventory:** The successful bidder shall be required to carry a full line of inventory for each manufacturer's product upon which the bid is submitted, in order to meet the needs of the City.

SPECIAL INSTRUCTIONS TO BIDDERS
TERM CONTRACT: HOISTS, REPAIR OF; #2690

9. **Liquidated Damages:** The City of Hartford reserves the right to assess liquidated damages against the successful vendor in accordance with the Standard Form of Contract Proposal (Form 127), Paragraph 28.

10. **Price Lists/Catalogs:** Prospective bidders must furnish one (1) copy of the most recent to date manufacturer's price list and/or catalog with bid document.

Prior to award, the successful bidder(s) shall be required to submit additional parts price lists and/or catalogs for distribution to our using agencies. The award of this contract is contingent upon receipt of same.

11. **Payment:** Payment under this Contract shall be made in accordance with Finance Form 127, Paragraph 32 of the Standard Form of Contract Proposal.

The successful vendor(s) shall submit itemized invoices directly to location where supplies and/or services were delivered. Invoices must reflect unit prices and/or percentage discounts as outlined on the bid schedule.

12. **References:** Prospective Bidders shall submit three (3) references where similar work of this nature has been performed and/or equipment proposed has been in use within the past one (1) year.

<u>COMPANY NAME & ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE</u>
A. _____ _____	_____ _____	_____ _____
B. _____ _____	_____ _____	_____ _____
C. _____ _____	_____ _____	_____ _____

13. **Insurance:**

The Contractor shall obtain and maintain, at its own cost and expense, throughout the term of this contract including any and all extensions or renewals thereof, issued by an insurance company licensed to conduct business in the State of Connecticut and having a Best's Key Rating of A-VIII or better, at least, the following insurance coverage.

- 13.1 **Commercial General Liability, including Contractual Liability Insurance, Products-Completed Operations:**

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

- 13.2 **Automobile Liability Insurance:**

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

SPECIAL INSTRUCTIONS TO BIDDERS
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13.3. **Workers' Compensation:**

Statutory Limits in accordance with Connecticut General Statutes

13.4. **Employer's Liability:**

\$100,000 Bodily Injury for Each Accident
\$100,000 Bodily Injury by Disease for Each Employee
\$500,000 Bodily Injury by Disease Aggregate

13.5. **Garage Keepers Legal Liability:**

Issued on an occurrence basis with a \$2,000,000 Single Limit for the term of the contract and if on a claims made basis for two years following its completion.

13.6. **The City of Hartford is included as an Additional Insured, ATIMA.**

(This requirement does not apply to Workers' Compensation)

**THIS WORDING MUST APPEAR IN THE SPACE PROVIDED FOR "COMMENTS" ON THE
ACORD INSURANCE CERTIFICATE FORM.**

- 13.7. In the event that the Provider has any self-insured retentions or deductibles under any of the minimum required coverages; the Provider must identify on the Certificate of Insurance the nature and amount of such self-insured retentions, deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles shall be the sole responsibility of the Provider.
- 13.8. The Contractor shall provide the City, within five (5) days of receipt of Notice of Selection and prior to the commencement date of this agreement and thereafter upon renewal of any required insurance hereunder, certificate(s) of insurance evidencing coverage as required by this contract and that the coverages will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) without thirty (30) days advance written notice to the City.
- 13.9. The insurance requirements shall apply to all subcontractors, if any.
- 13.10. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 13.11. Cancellation or other termination of insurance policies required by this Agreement, without immediate replacement thereof, may be considered a default in the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of the Provider, at the Provider's expense, and at the City's option.

Hold Harmless Agreement: The Contractor shall, at all times, defend, indemnify, protect and save harmless the City and its officers, agents and employees from any and all claims or demands for damages for bodily injury, including death, or property damages sustained by any party, including officers, agents, and employees of the Contractor. Said hold harmless clause shall include, but not be limited to investigation, defense and settlement or payment or judgment of any legal liabilities hereunto aforementioned.

SPECIAL INSTRUCTIONS TO BIDDERS
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14.

Attachments: The following documents are attached hereto and made a part of this bid:

- A. Section 2-545 and 2-548 of the Hartford Municipal Code.
- B. Standard Form of Contract Proposal (must be completed and returned with bid).

Equal Employment Opportunity: As a condition of doing business with the City your firm must be certified by the City as Equal Opportunity Employers. The City's EEO Certification Form is attached for this purpose and made an integral part of this bid. Please complete the form in its entirety and return it with your bid. (rev. 5/84)

If your firm has received City certification within the previous eleven (11) months, please submit a copy of your certification in lieu of completing the Bidder's EEO Report. (rev. 3/97)

SPECIFICATIONS
TERM CONTRACT: HOISTS, REPAIR OF; #2690

1.0 SCOPE OF SERVICES

The City of Hartford wishes to contract for hoist repairs for various City departments.

2.0 WORK TO BE PERFORMED

Hoists must be fully operational upon completion of work.

- 2.1 Any repairs made shall be only those necessary to restore the hoist to its normal condition. If any additional work is required that does not have prior approval, the successful vendor shall make no attempt to complete such work, but shall contact the user department immediately.
- 2.2 Prior to any repair(s), a written estimate of work to be complete with the number of men shall be submitted and approved by the department representative or his designee. A verbal approval is acceptable during an emergency or where time does not allow for a written estimate. Any verbal estimate shall be followed up in writing, to the user department, within twenty-four (24) hours. Work completed **without** written and/or verbal consent from a user department representative, shall not be the responsibility of that department or any invoices resulting from said work..

NOTE: A MAXIMUM OF TWO (2) MEN SHALL BE ALLOWED AT EACH SERVICE CALL, UNLESS OTHERWISE APPROVED BY THE USER DEPARTMENT

- 2.3 Any recalls due to negligence on part of contractor shall be made at contractor's expense. Negligence shall be determined by the user department and/or an independent representative.

3.0 RESPONSE TIME

- 3.1 All work shall be performed during City of Hartford normal working hours, Monday through Friday, except as authorized for weekend and emergency situations.
- 3.2 Working hours vary in different City departments, therefore, it shall be the Contractor's responsibility to determine the prevailing working hours at any site requesting service and to provide service during the City work day.
- 3.3 Contractor shall be available twenty-four (24) hours a day for regular and emergency response. A day, night, weekend, emergency and beeper phone number will be made available to the user departments prior to the commencement of work.

Phone answering machines are unacceptable.

PHONE # _____ BEEPER # _____

- 3.4 **Routine Repairs:** Contractor shall respond to calls for routine service within twenty-four (24) hours.
- 3.5 **Weekend and/or Emergency Repairs:** Contractor shall respond to **all** calls for emergency service within two (2) hours.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-545 of the Hartford Municipal Code will be used in determining the lowest responsible bidder(s). For your information, the ordinance reads as follows:

Section 2-545.

NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTENTS; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.

(a) In every instance of purchase or sale requiring sealed bids, notices inviting sealed competitive bids shall be published at least once in a daily newspaper in the City as provided in Section 2-4 and at least five (5) calendar days must intervene between the date of last publication and the final date for submitting bids. Such notices shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids. Such notices shall further state that all contracts will be awarded only to responsible bidders as defined by section 2-548. The bid specifications shall include a copy of this section and section 2-548. The specifications shall also include documents for evaluating the equal employment opportunity status of the bidder on forms that are prepared by the City Manager. Such documents, to be completed and signed by the bidder, may request all such information necessary to determine whether a bidder is an equal opportunity employer and must be submitted by the bidder with his bid. Such documents shall include the following provision:

"The bidder understands and agrees that his, her or its failure to meet the equal opportunity requirements established by this section and by section 2-548 of the Code will preclude such bid from being considered. The bidder agrees to the procedure set forth in Section 2-548 of the Code in regard to the determination of whether such bidder is an equal opportunity employer. The bidder also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provisions of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law."

(b) Affirmative action requirements for contracts for public works and improvements shall be governed exclusively by the provisions of Article X of this chapter, unless such contracts are for an amount less than ten thousand dollars (\$10,000.00). (Code 1977, 2-2-263; Ord. No. 12-81, 3-23-81,; Ord. No. 42-83, 10-24-83)

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-548 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford: that Section 2-548 of the Municipal code be amended as follows:

Section 2-548. **DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT;
CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE BIDDER.**

(a) The contract for which sealed bids are invited shall be awarded to the lowest responsible bidder. Any person or organization is deemed not to be a responsible bidder that:

- (1) Is not an equal opportunity employer;
- (2) Has been found by a court or administrative body of competent jurisdiction to be in violation of the National Labor Relations Act and that such violation continues to exist;
- (3) Has been found by a court or administrative body of competent jurisdiction to be in violation of the Labor Relations Act for the State of Connecticut, Title 31, Chapter 561 and that such violation continues to exist; or;
- (4) Is found to be delinquent in the payment of personal and/or real property taxes.

(b) In any case, where a bidder is found to be delinquent in the payment of personal and/or real property taxes, the Purchasing Agent may require that the bidder submit a plan whereby the bidder will make current all arrearage of such taxes. Such plan shall include a schedule of payments sufficient to make such bidder current within a time period satisfactory to the City Manager. The submission of such approved plan will certify the bidder as a responsible bidder with respect to tax delinquency. Subsequent to the opening of the bids for a City contract, the Purchasing Agent shall determine the three (3) lowest bidders. The Purchasing Agent and/or his/her designee, shall review each such bidder to determine whether he, she or it can be accepted to be an equal opportunity employer. Within three (3) days after receiving the list of the three (3) lowest bidders, the Purchasing Agent shall make written recommendations to the City Manager.

(c) The City Manager shall certify whether each bidder is deemed to be a responsible bidder. In each case, where the Purchasing Agent determines that a bidder is not deemed to be a responsible bidder, he shall state his reasons in a written opinion to be forwarded to the City Manager and the bidder. The decision of the City Manager that a person or organization is not deemed to be a responsible bidder shall be appealable by written notice by the bidder to the contract enforcement committee, as set forth in subsection 2-328(c), within five (5) days after the receipt of the City Manager's written opinion. The contract enforcement committee may reverse the City Manager's determination by a majority vote. The bids of all persons and organizations who are not certified as responsible bidders shall not be accepted. In determining whether any given bidder to the City of Hartford can be accepted as an equal opportunity employer, the bidder will be required to submit with his/her bid the following information, on forms provided by the City, which will be reviewed and evaluated by the Purchasing Agent and/or his/her designee:

- (1) The present total work force of the bidder and the participation of minority and female workers therein.
- (2) The existing job categories occupied by minority and female workers in relation to the overall workforce of the bidder.
- (3) The relationship of the bidder's minority and female workforce, by job category, to the bidder's labor market area.

- (4) The commitment of the bidder to hire minority and female workers when present minority and female workforce is not representative of minority and female workforce availability in the bidder's labor market area.
 - (5) The submittal by a bidder of a company policy statement of Equal Employment Opportunity.
- (d) Quality offered, delivery terms and service reputation of the vendor may be taken into consideration in determining the successful bidder. In the event that more than one lowest responsible bid has been received, the location of the vendor's principal place of business may also be taken into consideration with preference accorded to a city located business over a noncity-located business, a state-located business over a nonstate-located business, and a domestic business over a foreign business. Upon recommendation by the Purchasing Agent, the equal employment opportunity provisions of this section may be waived in the sale of city property.
- (e) The City Manager shall have the power to reject any of all bids, or the bid for any one or more commodities or contractual services included in the proposed contract, when the public interest is served thereby, and to direct the Purchasing Agent to advertise again for bids. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, the City Manager may direct the Purchasing Agent to purchase the commodities or contractual services in the open market, provided the price paid in the open market shall not exceed the lowest contract bid price submitted for the same commodity or contractual service.
- (f) No transaction which is essentially a unit shall be divided for the purpose of evading the intent of this section.
- (g) For purposes of this Section and Section 2-545 of the Municipal Code, the following definitions for minority workers shall apply:
- (1). *BLACK* (not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.
 - (2) *HISPANIC*. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
 - (3) *ASIAN* or *PACIFIC ISLANDER*. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
 - (4) *AMERICAN INDIAN* or *ALASKA NATIVE*. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

This ordinance shall take effect upon adoption.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-560 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 2-560 of the Municipal code is hereby amended to read as follows:

(a) For the purpose of this section "City based business" shall mean a business with a principal place of business located within the City of Hartford. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hartford. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

(b) The lowest responsible bidder shall be determined in the following order:

(1) Any City based bidder which has submitted a bid not more than fifteen (15) percent higher than the low bid provided such City based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City based bidder have submitted bids not more than fifteen (15) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City based bidders which submitted the lowest bid.

(2) The low bidder.